

**PLACER COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES**

on behalf of the

Department of Facility Services



REQUEST FOR PROPOSALS

for

**Professional Services for
Facility Testing and Operations
for the South Placer Adult Corrections Facility**

RFP No. 10154

Release Date: January 12, 2012

**Submittal Deadline: February 9, 2012
not later than 5:00:00 PM (Pacific)**

Placer County RFP No. 10154
Professional Services for Facility Testing and Operations
for the South Placer Adult Corrections Facility

TABLE OF CONTENTS

<u>SECTION</u>	<u>Page</u>
1.0 INTRODUCTION	1
2.0 TENTATIVE PROJECT SCHEDULE	2
3.0 PRE-PROPOSAL CONFERENCE	2
4.0 PREVAILING WAGE REQUIREMENTS	2
5.0 SCOPE OF SERVICES	3
6.0 CONTRACT OBJECTIVES	4
7.0 MINIMUM QUALIFICATIONS FOR ALL PROPOSERS	5
8.0 ASSURANCE OF DESIGNATED PROJECT TEAM	6
9.0 GENERAL TERMS & CONDITIONS	6
10.0 PROPOSAL FORMAT REQUIREMENTS	7
11.0 SUBMITTAL INSTRUCTIONS	10
12.0 EVALUATION CRITERIA	12
13.0 SELECTION PROCEDURE	12

ATTACHMENTS

- A. Sample Contract**
- B. Facility Management/PM Program-DRAFT**
- C. Required Statements Form**

1.0 INTRODUCTION

Placer County is inviting proposals from qualified consulting firms, groups or individuals to prepare and implement testing procedures and building operations for the South Placer Adult Corrections Facility (SPACF). The scope of these services will provide technical and operational support for the facility during initial 12-month warranty period, including testing of all building systems, providing technical support for warranty items to the County Project Manager, develop Preventative Maintenance schedules and systems, document all work in a Computerized Maintenance Management System (CMMS) and provide all related building operational support for the facility. Additional scope may be necessary to increase the duration of services and/or service level, depending on County direction to occupy the facility. The objective of this is to develop a system for management of the operation of the facility while verifying and enforcing the compliance of the construction contract through the warranty process.

At the time of release of this Request for Proposals, specific dates for operation of the SPACF have not been determined. The resulting contract will provide important services necessary to prepare the facility for full or partial occupancy and operation. Successful proposers will demonstrate expertise in management and operation of a major correctional facility.

This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal. **Due to security concerns, SPACF Architectural Plans and Technical Specifications will be available for viewing by listed proponents by arrangement with the PM listed within at the project construction office at 11901 Go For Broke Rd, Roseville, CA 95678.**

Direct all inquiries regarding this RFP in writing to:

Bob Bigney
Placer County Procurement
2964 Richardson Drive, Auburn, CA 95603
Phone: (530) 889-4255 Email: bbigney@placer.ca.gov

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and proposals that are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Placer County Procurement Services Division.

All addenda for this RFP will be distributed via Placer County's website:

<http://www.placer.ca.gov/admin/procurement/openbids.aspx>

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not

relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE PROJECT SCHEDULE

The following represents the tentative schedule for this project. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

Pre-Proposal Conference.....	January 23, 2012 at 1:00 PM
Deadline for Final Questions.....	January 30, 2012
Proposal Submission Deadline.....	February 9, 2012, not later than 5:00:00 PM (Pacific)
Evaluation of Proposals and Interviews.....	February 2012
Contract Negotiations.....	March 2012
Contract approval by Board of Supervisors.....	April 2012
Notice to Proceed.....	April 2012

3.0 PRE-PROPOSAL CONFERENCE

A proposer's conference has been scheduled for **January 23, 2012 at 1:00 pm** at the:

**Office Building B, Lobby
10810 Justice Center Drive
Roseville, California 95678**

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. While attendance is not mandatory, interested proposers are highly encouraged to attend. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed upon request.

4.0 PREVAILING WAGE REQUIREMENTS

The services described herein are considered "public works" as defined by California Labor Code Section 1720 et seq. Any Consultant awarded a contract as the result of this RFP shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services under the Consultant's contract.

5.0 SCOPE OF SERVICES

The services will include professional management, engineering, a complete range of professional design support services and facility maintenance services specifically for a new detention facility.

The attached Facility Management/Preventative Maintenance (PM) Program draft matrix (**Attachment B**) generally illustrates the potential scope contemplated for the contract as well as those items that will not be included in the contract. The final scope will be subject to further evaluation and negotiation with the successful proposer. The maintenance services will consist of:

5.1 Phase 1:

- 5.1.1 Development of a new comprehensive maintenance program management plan.
- 5.1.2 Mobilize and provide a qualified facility manager and staffing sufficient to implement Phase 2 and 3.
- 5.1.3 Recommendation, selection and implementation of a Computerized Maintenance Management System (CMMS).

5.2 Phase 2:

- 5.2.1 Equipment and systems testing, training, verification of commissioning, warranty review and development of policies and procedures.
- 5.2.2 Caretaking Services (building systems exercise preceding occupancy).
- 5.2.3 Identify and document warranty deficiency items, coordinate warranty issue resolution with County Project Manager and Construction Contractor.
- 5.2.4 Transition to maintenance operation.

5.3 Phase 3:

- 5.3.1 Provide required staffing for Phase 3.
- 5.3.2 Develop Preventive Maintenance Plan (PMP).
- 5.3.3 Implement PMP with staff or requisitioned maintenance services.
- 5.3.4 Coordinate out of scope equipment and systems PM with the CMMS and warranty verification process.

6.0 CONTRACT OBJECTIVES

Each response will be evaluated as to its achievement of and compliance with the following stated objectives:

- 6.1 To deliver high-quality maintenance planning and preventive maintenance services that can be audited against established standards.
- 6.2 To deliver these services in a cost-effective manner with full reporting and accountability to the County.
- 6.3 To provide these maintenance services with on-site, qualified and skilled professionals. These professionals shall be skilled in all technical systems including all security and life safety systems.
- 6.4 To implement a written maintenance plan with clear objectives, policies, procedures and annual evaluation compliance for the facility.
- 6.5 The Proposer's CMMS shall be capable of interfacing with the 3D user interface and data of the Model Based Facility Information System (MBFIS) currently under development for the County. When fully "assembled", this system will incorporate the building 'as-built' Building Information Model (BIM), O&M manuals, record drawings, warranties, commissioning performance data, equipment lists and shop drawings. The model is being 'fabricated' in RevitTM and will be accessible via NavisworksTM. Non-model based information is being linked to the model as database information, which can then be queried by standard forms.
- 6.6 To provide a computerized maintenance management system (CMMS) that tracks and reports all expenditures and resources. The CMMS shall also maintain equipment and system histories. Bar coding of equipment is a requirement in conjunction with CMMS for County future use in operations and maintenance of the facility. The bar coding information shall be entered into the database referenced above as a standard field.
- 6.7 To provide maintenance services in a manner that conserves energy and provides facility reliability.
- 6.8 To maintain complete and accurate records of all services provided.
- 6.9 To preserve the equipment and system warranties by performing or coordinating all required preventive maintenance.
- 6.10 To provide these services in accordance with all codes and standards.

7.0 MINIMUM QUALIFICATIONS FOR ALL PROPOSERS

To be considered for award of the contract, the Proposer must meet all of the following qualifications:

- 7.1 The Proposer must be organized for the purpose of providing complete correctional or detention maintenance services. Complete services are defined as providing preventive maintenance on all major building systems including but not limited to HVAC, electrical, locking, life safety and electronic security systems specifically for Secure Correctional or Detention Facilities. Also, complete maintenance services include requisitioned maintenance services, budget planning, facility management reporting and capital expenditure planning.
- 7.2 The Proposer must have “in-house” capability and resources for the following:
 - 7.2.1 Criminal Justice and Correctional Planning and Programming
 - 7.2.2 Criminal Justice and Correctional Project Management Services
 - 7.2.3 Criminal Justice and Correctional Architecture
 - 7.2.4 Criminal Justice and Correctional Engineering
 - 7.2.5 Criminal Justice and Correctional Security Design
 - 7.2.6 Criminal Justice and Correctional Maintenance
- 7.3 The Proposer must have experience in providing the above services for at least five (5) years for multiple Criminal Justice or Correctional Facilities.
- 7.4 The Proposer must demonstrate the ability to provide a system of on-site technical staff and continuous training programs.
- 7.5 The Proposer must have a proven ability for contract start-up within 30 working days of contract signature.
- 7.6 The Proposer must have a minimum of five (5) years of experience as a full-service Criminal Justice or Correctional maintenance provider for multiple facilities for a single owner.
- 7.7 The Proposer must demonstrate that they have the central office capability of supervising and monitoring the program, ensuring satisfactory provision of services at the facility.
- 7.8 The Proposer must demonstrate that they have a regional office with executive management present within reasonably close proximity to the new detention facility.

- 7.9 The Proposer must also demonstrate that they have the capability to provide specialized technical personnel as backup and supervision for those services.
- 7.10 The Proposer must have the ability to provide a quality reporting system with the intent of transitioning this system to permanent County use.
- 7.11 The Proposer must demonstrate that they currently have at a minimum five (5) active maintenance contracts related to detention or like correctional facility management and maintenance.
- 7.12 The Proposer must demonstrate that they currently are maintaining a minimum of three (3) million square feet of detention or like correctional facilities
- 7.13 The Proposer must identify any deviations from any requirements contained in the Request for Proposals or the Standard Contract.

8.0 ASSURANCE OF DESIGNATED PROJECT TEAM

- 8.1 Proposer shall assure that the designated project team, including sub-consultants (if any), is to be used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the County.
- 8.2 Service personnel must meet and maintain the Placer County Sheriff Departments security clearance requirements.

9.0 GENERAL TERMS & CONDITIONS

- 9.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a Consultant services agreement, a sample of which is included as **Attachment A**.
- 9.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Placer. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Placer, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 9.3 **Publicity Clause:** Respondent must obtain prior written approval from the County for use of information relating to the County or this Agreement in advertisements, brochures, promotional materials or media, press releases or other informational avenues.

- 9.4 **Non-Appropriation.** The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 9.5 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
- 9.6 **Non-Collusion.** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
- 9.7 **Indemnification & Insurance Requirements.** The County's standard indemnification and insurance requirements are provided in the sample contract, **Attachment A**. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the County's written request. Failure to provide the documents within the time stated may result in the rejection of the firm's proposal.
- 9.8 **Protests and Appeals.** In accordance with Section 10.0 of the Placer County Purchasing Policy Manual, any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

10.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

The proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this Section as specified below.

10.1 **Cover Letter** with the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).
- Acknowledgement that all proposals may be considered public information. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it. Therefore, proposers shall specify in their Cover Letter if any portion of their submittal should be treated as proprietary and not releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.

10.2 **Signature Requirements** - The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

10.3 **TAB A: Firm's Qualifications** – Describe the firm and provide a statement of the firm's qualifications for performing requested consulting services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants, if any. Identify any sub-consultants you propose to utilize to supplement your firm's staff. Include the Firm's Organization Chart, including its constituent parts, and size variation of staffing levels in the past five years.

10.4 **TAB B: Experience and References** – Provide a summary of the firm’s experience in providing these or similar services. Provide a minimum of three references for related projects or service agreements, including dates, contact person and phone number, and a brief description of the project or agreement. Public sector references are preferred.

10.4.1 The experience description shall be for full service maintenance and not partial services such as maintenance of one system such as Heating Ventilation and Air Conditioning.

10.4.2 Experience in providing other services such as food or laundry services does not qualify as maintenance experience. Experience in other sectors does not qualify as correctional facility experience. Each contract used as experience with contract maintenance must be supported by a reference that can speak to the proposer’s maintenance performance as well as other support services such as engineering, project management and/or planning.

10.5 **TAB C: Qualifications of Team** – Provide a brief summary of the qualifications and experience of each team member assigned to this project, including length of service with the firm and résumé, and the qualifications/experience of any sub consultant staff on your project team. Include an organization chart of the staff available for the project and the designated lead person for each applicable category. Proposal must respond to the ability to meet each of the “Minimum Qualifications,” as described in **Section 7** of this RFP.

The proposed staff must be experienced in Corrections or Criminal Justice Engineering, Maintenance or other applicable professional discipline. Proposer as a minimum shall provide job descriptions, qualifications and resumes with references for the following assigned staff:

- Principal or executive supporting the contract
- Quality Control Principal
- Contract Manager
- Facility Engineer
- Other proposed staff

10.6 **TAB D: Project Plan** – Provide a detailed discussion of your firm’s approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub consultants. Describe the approach to maintenance service delivery, *by phase*.

10.7 **TAB E: Required Statements** – Include statements of assurance regarding the following requirements:

- Non-substitution for the designated members of the team without approval by Placer County staff (**Section 6.0**)
- Non-conflict of interest (**Section 7.4**)
- Non-collusion (**Section 7.5**)
- Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Section 7.6**). (Please note that actual Certificates of Insurance are not required as part of your submittal.)

A Required Statements form, **Attachment C**, is provided with this RFP as a convenience for proposers to respond to the “Required Statements” section of this RFP. Proposers may complete and return this form or include their own statements of assurance that meet the requirements.

10.8 **TAB F: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFP, including the Standard Contract (**Attachment A**). The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the County’s determination of whether it is possible to successfully negotiate a contract with your firm/individual.

10.9 **Cost Proposal** – The Cost Proposal must be submitted in a separate, sealed envelope with the Proposer's name, the Request for Proposal number and title and the notation "Cost Proposal" clearly identified on the outside of the envelope.

- 10.9.1 All proposals must contain specific monthly charges for each phase of the contract as defined in the scope of work.
- 10.9.2 Provide the proposed method of subsequent year beyond the first year of the contract.
- 10.9.3 Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project.
- 10.9.4 Define any reimbursable expenses requested to be paid by the County.

11.0 SUBMITTAL INSTRUCTIONS

11.1 Your submittal package shall include the following:

- **One (1) original and five (5) printed copies** of your proposal; and
- **One (1) electronic copy** of your proposal in PDF format on CD, flash drive or other electronic media

- 11.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.
- 11.3 Proposals must be submitted ONLY to:
- Placer County Dept. of Administrative Services
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603-2640
- 11.4 Faxed and/or emailed proposals shall not be accepted.
- 11.5 The County of Placer shall not be responsible for proposals delivered to a person or location other than that specified herein.
- 11.6 Late submittals shall not be accepted or considered.
- 11.7 All submittals, whether selected or rejected, shall become the property of Placer County and will not be returned.
- 11.8 The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 11.9 All costs associated with proposal preparation shall be borne by the offeror.
- 11.10 All proposals shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.

12.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications of firm (per Sections 10.3 and 10.4) Each Proposer will be evaluated in these primary areas: <ul style="list-style-type: none">(a) General experience with Criminal Justice or Correctional Facility Maintenance(b) Understanding of Criminal Justice or Correctional Facility Management(c) Criminal Justice or Correctional Maintenance experience(d) Ability to execute and service long-term contract	35
B. Experience and qualifications of proposed staff (per Section 10.5)	30
C. Understanding of the project – Proposed Project Plan (per Section 10.6) <ul style="list-style-type: none">(a) Proposer's understanding of the project requirements.(b) Proposer's ability to clearly describe how the proposed program will meet the qualifications required and project objectives.	35
Total Possible Points:	100

Placer County's Local Vendor Preference policy shall not be considered in the evaluation of responses to this RFP.

13.0 SELECTION PROCEDURE

- 13.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest rated proposal may be invited for interviews.
- 13.2 The County reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.
- 13.3 The County reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.
- 13.4 The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

Administering Agency: Placer County Department of Facility Services
Contract No. _____

Contract Description: Testing and Facility Operations for the SPACF

SAMPLE
CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, 20____, by and between the County of Placer, ("County"), and _____. ("Contractor"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A and **RFP No. 10154**, and Consultant's response to said document. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Consultant uses for billing clients similar to County. **The amount of the contract shall not exceed _____ Dollars (\$_____).**
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

7. **Licenses, Permits, Etc.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
8. **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

10. **INSURANCE:**

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

11. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

12. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

- C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars (\$1,000,000) each occurrence
→Two million dollars (\$2,000,000) aggregate

- D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars (\$1,000,000) for Products-Completed Operations
→Two million dollars (\$2,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

- E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars (\$1,000,000) aggregate for Products Completed Operations
→Two million dollars (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

13. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

14. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

15. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000). If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate. The insurance coverage provided by the consultant shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

16. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONSULTANT shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

17. **Contractor Not Agent.** Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.
18. **Assignment Prohibited.** Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.
19. **Personnel.**
 - A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.
 - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Contractor without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.

20. Standard of Performance. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

21. Termination.

- A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
 - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
- B. Contractor may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.

22. **Non-Discrimination.** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
23. **Records.** Contractor shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
24. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.
25. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
26. **Conflict of Interest.** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
27. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
28. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
29. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.

- 30. Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

CONSULTANT:

Placer County Department of

Attn: Dennis Salter, Sr. Architect
11476 C Ave.
Auburn, CA 95603

Attn:

Phone: 530/886-4981
Fax: 530/889-6863

Phone:
Fax:

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____

Printed Name/Title: _____

Approved As to Form – County Counsel:

By: _____

CONSULTANT _____

By: _____

Name: _____

* Title: _____

By: _____

Name: _____

* Title: _____

****If Consultant is a corporation, this agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. Scope of Services
- B. Payment for Services Rendered
- C. Facilities, Equipment and Other Obligations of County

EXHIBIT A
SCOPE OF SERVICES

(To be negotiated, based on this RFP and consultant's proposal)

EXHIBIT B
PAYMENT FOR SERVICES RENDERED

Payment procedure, amount, and conditions of payment to be negotiated,
based on this RFP and consultant's proposal

SAMPLE:

Maximum Limit & Fee Schedule

Consultant's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Consultant, including any expert or professional assistance retained by Consultant to complete the work performed under this contract shall be borne by the Consultant.

Total of all payments made under this agreement shall not exceed the amount shown in Section 2 of this contract.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Consultant will be subject to final acceptance by the County project manager(s).

Submit all invoices to: Placer County Facility Services
 Attn: Dennis Salter, Sr. Architect
 11476 C Ave.
 Auburn, CA 95603

Payment Schedule

Payments shall be made to Consultant within thirty (30) days after the billing is received and approved by County and as outlined below (*or in the Scope of Work, or other agreeable interval*).

EXHIBIT C

**FACILITIES, EQUIPMENT, AND OTHER
MATERIALS, AND OBLIGATIONS OF COUNTY**

(All equipment, facilities, and other resources to be provided or made available by County to be negotiated, based on this RFP and consultant's proposal)

South Placer Adult Correctional Facility				
Facility Management/PM Program-DRAFT				
	Responsibility			
System	Contract FM	MBC	Placer Co.	Remarks
CMMS	X			Computer maintenance management system
Generator/ATS	X?		X?	Under (E) modified contract
Fire Alarm			IES	Notifier system
Elevators (3x)			X	(E) modified Otis contract
Fire Sprinklers	X?		Dumor?	wet/pre-action/FM 200
Ansul			X	food service hood systems by Solon (?)
Johnson Controls (Metasys)			X	
Kitchen Equip. (Local)			Probat.	In-kitchen equipment vs. supporting systems below
Coolers, freezers, comp., ice bldr			Probat.	supporting equipment for above
Steam boilers	X			system in support of food service
HVAC (reg. PM's)	X			for compressors, HHW boilers, chillers, evap. towers, etc.
Mastertrol	X			
Auger Monster			X	JWC is fabricator, installed by Top Grade, Inc.
Security Electronics (ISI)	X		ISI	
Security Hardware (ISI)	X		ISI	locks/hardware
Doors, mech. Gates, etc. (oper.)	X		R&S?	Boyett & Crusader are installing contractors
Laundry Eq. & Reclaim System	X			
Grease Interceptor			X	
Grounds/Irrigation			X	
Compactor(s)			X	
Dock levelers			X	
Telecom			X	
Lighting System (control & lamping)	X			
Custodial			X	Pride Industries under (E) modified contract
Parking Maintenance			X	sweeping may be part of SWPPP
SWPPP			X	maint. of DI's, CDS unit(s) etc.
IdentiPass (ISI)			X	separate systems-County/SPACF
Backflow devices			X	

REQUIRED STATEMENTS

This form is provided as a convenience for proposers to respond to the "Required Statements" section of this RFP. You may complete and return this form or include your own statements of assurance which meet the requirements.

By signature on the cover letter of this submittal and by including this document, I/we attest and agree to the following:

A. Scope of Work and Addenda

I/We will perform the services and adhere to the requirements described in this RFP, including the following addenda (*list the addenda by date and/or number*):

B. Public Records Act

I/We acknowledge that subsequent to award of this RFP, all of part of this submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act, and that:

_____ None of this submittal is considered proprietary

OR

_____ The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated:

I/We acknowledge that the above statements may be subject to legal review and challenge.

C. Non-Substitution of Designated Staff

I/We assure that the designated project team, including sub-consultants (if any), is used for this project and that departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the County.

D. Non-Conflict of Interest

I/We warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

E. Non-Collusion

I/We warrant that this offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

F. Insurance Requirements

I/We agree to the indemnification and insurance requirements provided in the sample contract attached to the original RFP and that the cost of complying with the insurance requirements is included in our pricing. I/We agree to provide complete and valid insurance certificates within ten (10) days of the County's written request and acknowledge that failure to provide the documents within the time stated may result in the rejection of this proposal.